



TRANSFIELD SERVICES

[RAAF BASE EDINBURGH]

FIRE AND RESCUE SERVICE

COLLECTIVE AGREEMENT

2008

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PART ONE: FRAMEWORK

1. TITLE

This Agreement shall be known as the Transfield Services [RAAF Base Edinburgh] Fire and Rescue Service Collective Agreement - 2008.

2. DEFINITIONS

In this Agreement, unless the contrary appears:

The employer refers to Transfield Services [Australia] Pty Ltd, hereafter referred to as Transfield Services.

The Union refers to The United Firefighters Union of Australia [SA Branch].

The Act means the Workplace Relations Act 1996.

Employee means a person employed by Transfield Services [Australia] Pty Ltd within this Agreement.

The Company refers to Transfield Services [Australia] Pty Ltd.

AFC means Australian Fire Competencies.

AFF means Aviation Fire fighter.

SO means a person employed as a Station Officer who is responsible for the operations of a shift/team.

ASO means Acting Station Officer

GSM means Garrison Site Manager.

CASA refers to the Civil Aviation Safety Authority.

A team member refers to an employee who is part of the fire station overall team.

3. APPLICATION

This Agreement shall apply to Aviation Fire Fighters and Station Officers employed by Transfield Services [Australia] Pty Ltd.

4. PARTIES BOUND

The parties bound by this Agreement are:-

- [a] Transfield Services [Australia] Pty. Ltd.
- [b] The United Firefighters Union of Australia [SA Branch] [hereafter referred to as the Union]
- [c] All employees who are engaged in any of the classifications within this Agreement and who are eligible to be members of the United Firefighters Union of Australia.

5. DATE AND PERIOD OF OPERATION

This Agreement as varied shall operate from the 15th February 2008, and have a nominal expiry date of 14 February 2011.

6. NO EXTRA CLAIMS

It is agreed by the parties that up to the nominal expiry date of this agreement:

- [a] The employees will not pursue any extra wage claims, whether award or over award;
- [b] The employees will not seek any changes to conditions of employment;
- [c] The agreement will cover all matters or claims regarding the employment of the employees, which could otherwise be the subject of protected actions pursuant to s435 of the Workplace Relations Act 1996; and
- [d] Neither the employees nor any party to this agreement, will engage in protected action pursuant to s435 of the Workplace Relations Act 1996, in relation to the performance of any work covered by the agreement.”

7. RENEGOTIATING PERIOD

The parties undertake to commence negotiations for a new Collective Agreement at least six (6) months prior to the expiry of this Agreement with a view to negotiating and settling a replacement Agreement.

8. OPERATING PHILOSOPHY OF THE AGREEMENT

The Agreement between the parties reflects enhanced management / employee relationships. This Agreement has been developed through a process of consultation between the parties and reflects ongoing commitment to:

- [a] A safe and equitable workplace
- [b] Corporate values
- [c] Transfield Services strategic plan
- [d] Continual improvement
- [e] Productivity improvement
- [f] Performance improvement
- [g] Fair and flexible working arrangements

PART TWO: CONSULTATION AND RESOLUTION

9. MUTUAL RESPECT AND COOPERATION

The parties to this Agreement are committed to a relationship based on mutual respect and cooperation to achieve the objectives of this Agreement.

Transfield Services is committed to consultation and shared participation with the employees through their representatives regarding the conditions and working arrangements of employees. It further recognises the important role of the United Firefighters Union as one of the parties to this Agreement in representing the industrial interests of its members covered by this Agreement.

The parties recognise the right of Transfield Services to: plan, direct and control operations, to organise and assign work to scheduled shifts, and to maintain order, efficiency and discipline in accordance with the terms and conditions within this Agreement.

10. CONFIDENTIAL INFORMATION/CONFLICT OF INTEREST

Employees must not disclose in any way to a third party and must keep confidential, any 'confidential information' of which they become aware through the performance of normal duties.

'Confidential information' includes all information relating to the business of the employer and its operating interests, its affairs, financial information, and anything else advised by the employer. Refer to current Company Confidentiality Agreement.

11. CONSULTATIVE COMMITTEE AND COMMUNICATION PROCESS

The parties agree to hold regular meetings involving the Garrison Site Manager, team members, and employee representatives. These will be used to discuss issues within the Fire Station and/or matters affecting the local implementation of the terms of this Agreement.

Where issues cannot be resolved at this level, either the Garrison Site Manager, the team member[s], or employee representative, will refer the issue to the Transfield Services local manager or their nominee and, where appropriate, the Branch Secretary of the Union, or his nominee, or other employee representative to be resolved in accordance with the dispute settlement procedure.

The day to day work arrangements at the Fire Station will be through the team concept with all team members having input into programs. The GSM will advise employees of any impending change/s, which may significantly affect employment, or work performance.

Wherever possible, the Company will take such action as is necessary to avert or mitigate any potential adverse affects that such change may have on personnel.

The following consultative principles apply:

The parties are committed to the consultative committee as a forum to assist them improve productivity, efficiency and to provide for the effective involvement of employees in the decision making process. The committee will consist of an equal number of Transfield Services and employee representatives.

11.2 The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

[a] Introduction of new technology.

[b] Changes to work organisation.

- [c] Expansion and investment.
- [d] Quality.
- [e] Productivity improvement.
- [f] New management practices.

11.2.1 The functions of the Committee are:

- [a] To increase understanding of Transfield Service's objectives and plans and to promote a co-operative approach to resolving site problems.
- [b] To identify problems and co-operatively develop solutions in all areas of the site.
- [c] To promote improved industrial relations through consultation and discussion and avoid disruption to work.
- [d] To consult and consider efficient means to improve safety, quality assurance and the environmental effects on the site.
- [e] To manage the ongoing consultative process for restructuring the service to increase efficiency, productivity and competitiveness.
- [f] To enhance the career opportunities through training of employees on the site in accordance with the intentions outlined in the National Wage Case Decision of October 1991.

11.3 The Committee shall consist of the following representation:

- [a] Two representatives of the employees engaged on work covered by this Agreement.
- [b] Two management representatives including the Contract Manager or their nominee.

11.4 Employee representatives on the committee will have adequate time and access to the employees they represent:

- [a] Prior to the Committee meetings to prepare for agenda items.
- [b] Following Committee meetings to report back, when necessary, on issues discussed.

11.5 Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where Transfield Services is unable to do so for privacy or confidentiality reasons.

12. CODE OF BEHAVIOR

Transfield Services expects its employees to conduct themselves in a manner that would reflect its high standards. All issued clothing is to be kept in a good condition and employees are to present themselves in a clean and tidy manner when at their place of duty. With the exception of protective clothing, employees are expected to maintain all issued clothing.

All personnel are expected to treat each other, client's employees and others they deal with respectfully and courteously.

13. COUNSELLING AND DISCIPLINARY PROCEDURE

The specific intent of this procedure is to correct inappropriate behaviour in the workplace that is; contrary to Transfield Services House Rules; or is injurious to fellow workers, the client or the interests of the business.

If the Company has to take action as a result of an employee's behavior or performance the employee or employees shall be subject to a counseling and disciplinary procedure.

Subject to the nature of the behavior, initial counseling will address the matter with the aim to correct the circumstances and avoid any further occurrence.

If initial counseling is not sufficient and if the circumstances warrant the formal disciplinary procedure shall be adopted as per table 1:

Table 1: Formal Disciplinary Procedure

1st instance	A written warning by the supervisor, along with counseling and future planned review.
2nd instance	A written warning by the Contract Manager in the presence of the Supervisor, along with counselling and future planned review.
Further occurrence	Termination of employment by the Contract Manager.

A copy of the counselling or warning will be placed on the employee's personnel file. The employee's conduct will be reviewed to assess whether, it has improved to an acceptable standard. Scope is given in this process for agreement on the life of the warning.

It is impractical to pre-determine the life of any given warning as the appropriate term will be dependant on the severity of the employee's behavior. The principle adopted in this respect will, however reflect the intent of procedures advocated by the International Labor Organisation and that the practices applied are fair and reasonable.

Regardless of the above a formal counselling may be delivered at any stage dependant on the circumstances and the severity of the employees' behaviour or performance.

An employee may request the presence of their Union job delegate as a witness. A copy of the warning may be made available to the representative with the employee's consent.

If the employee involved is dissatisfied with the process at any stage then the matter shall be dealt with in accordance with the Disputes Settlement Procedure outlined in Clause 14 of this Agreement.

Notwithstanding the above, the company shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, and in such cases the wages shall be paid up to the time of dismissal only.

14. DISPUTE SETTLEMENT PROCEDURES

If a dispute arises in the workplace, the procedure to be followed to resolve the matter will be as follows:

[a] The employee/s and their immediate superior officer will meet and confer on the matter; and

[b] If the matter is not resolved at such meeting the parties shall arrange for further discussions between the employee/s and their nominated representative, if any, and more senior levels of management.

[c] If the matter is still not resolved discussions shall be held between representatives of the Company and such other party as the Company may decide and the union or other employee representative.

If the matter cannot be resolved it may be referred to the Australian industrial Relations Commission.

While the dispute resolution procedure is being followed work will continue unless an employee has a reasonable concern about an imminent risk to their health.

15. FITNESS FOR DUTY

Employees are expected to present themselves fit for duty and capable of performing the expected tasks, in a safe and proper manner.

The employer will provide sufficient equipment and time for on duty personnel to undertake physical fitness training and recreation at the fire station.

All employees are expected to maintain a reasonable standard of fitness and at least 30 minutes per shift will be provided for physical fitness training during the preferred times contained in clause 18. Employees will be allowed sufficient flexibility to use the facilities during the preferred times, save for emergency calls or other business that is imperative for the running of the Fire Station.

Employees must not report for duty while affected by any drugs or alcohol, and must comply with CASA regulations. A blood alcohol level of zero is required when reporting for duty. Where a person is suspected of not being capable of performing the required firefighting duties, the GSM may send that person, while on duty or overtime, to a designated medical practitioner, for a complete physical check up. Such action should be consistent with the Transfield Services Employee Well-being Policy.

Fire Station equipment and facilities will be made available for employee’s physical training and recreation during the preferred times in Table 2 below:

Table 2: Preferred recreation times

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Preferred time	1400 to 1600 Monday to Thursday
	1400 to 1700 Friday
	2000 to 2200 Monday to Sunday
Recline Time	2200 hours to 0600 hours seven days a week.
Weekend & Public Holidays.	Weekend and Public Holiday shifts are considered preferred times. Exceptions are made for vehicle servicing times and when the Fire Service is required for company commitments.

NOTE 1: Emergency operations take precedence over all other considerations.

PART THREE: CONDITIONS OF EMPLOYMENT AND WORKPLACE ARRANGEMENTS

16. STAFFING

Staffing numbers listed in Table 3 are the minimum required by Transfield Services to maintain the Airport category to the requirements of the contract with the Department of Defence.

Positions that become vacant will, as soon as practicable, be filled to ensure staffing levels and Airfield Category hours in Tables 3 and 4 are maintained.

Sufficient personnel will be provided to meet all recreation leave, training and roster requirements, to maintain the staffing levels required

Table 3: Category staffing levels per shift

Airport Category	Number of Station Officers	Number of Operational Firefighters	Number of Firefighters in the Watchroom	Total No. Aviation Firefighters (exclusive of Station Officers)
Category 6	1	6	1	7
Category 4	1	3	1	4

The Garrison Site Manager will be responsible for the overall management of the Fire Station’s resources and facilities.

Table 4: Airfield category hours of operation and explanation

- Category 6 staffing is required between 0700 to 2300 each day, Monday to Thursday inclusive, and from 0700 to 1700 on Fridays.
- Category 4 staffing is required for all other times including weekends and public holidays.
- Category 4 staffing is a minimum 1 Station Officer [or equivalent] & 3 Firefighters for Firefighting Operations. This will allow for the “2 in, 2 out” Breathing Apparatus manning policy to be adhered to.
- **The Watchroom Operator is a Firefighter who makes up the 5th man and 8th man on shift. The Watchroom Firefighters are considered part of the Firefighting crew to provide invaluable operational and communication support to the Fire crew.**
- Staffing for airfield support to Woomera or any other Category 4 airfield detachment is 1 Station Officer [or ASO] and 3 Firefighters minimum [4 in total]. The Watchroom Attendant is not required on a CAT 4 detachment unless specifically requested by the client.

- Category 6 staffing is required between 0700 to 2300 each day, Monday to Thursday inclusive, and from 0700 to 1700 on Fridays.
- Category 4 staffing is required for all other times including weekends and public holidays.
- Category 4 staffing is a minimum 1 Station Officer [or equivalent] & 3 Firefighters for Firefighting Operations. This will allow for the “2 in, 2 out” Breathing Apparatus manning policy to be adhered to.
- the Watchroom Operator is a Firefighter who makes up the 5th man and 8th man on shift. The Watchroom Firefighters are considered part of the Firefighting crew to provide invaluable operational and communication support to the Fire crew.
- Staffing for Airfield Support to Woomera or any other category 4 airfield detachment is 1 Station Officer [or ASO] and 3 Firefighters minimum [4 in total]. The Watchroom Attendant is not required on a CAT 4 detachment unless specifically requested by the client.

The staffing numbers will be maintained in accordance with table 3, which reflect current accepted work practices and policies and company contractual requirements.

The spread of hours set out in Table 4 is subject to variation to meet the requirements of the Company contractual Requirements. Any changes to working hours shall be negotiated in conjunction with the employees and the company through the consultative process.

17. HOURS OF EMPLOYMENT AND OVERTIME

The ordinary hours of work under this agreement will be an average of 38 hours per week, however employees will work rosters calculated in accordance with the rostering principle general rules of clause 18. Firefighters will work an average of 40.417 hours over the nominated cycle and Station Officers an average of 41.615 hours.

Overtime worked, as a consequence of the shift roster is included in the composite salaries contained in the tables in Clause 21.

Fire Station Annual Recreation Leave and training courses will be programmed on an annual basis within the normal staffing levels.

Employees are required to be available for overtime to meet the operational crew numbers identified in Tables 3 and 4 of this Agreement.

Where possible, overtime requirements will be programmed in advance. In the event that programmed overtime is cancelled, the following shall apply:

Cancelled at the initiative of the company with less than four days notice to the employee, the programmed overtime penalty will be paid.

Cancelled at the initiative of the client with less than two days notice to the employee, the programmed overtime penalty will apply.

All overtime worked in excess of the hours required in the 9/15 roster will be paid at the rate of 170% [1.70 times].

Staff working overtime to maintain staffing levels in Table 3 and 4 of Clause 15 Staffing will do so for the full requirement of the rostered shift.

Employees are required to maintain a flexible approach to additional time to cover short-term absences of colleagues. Such flexibility does not extend to full shift replacements.

An employee required to work overtime that is not continuous with ordinary rostered duty will be paid a minimum of three hours at the applicable overtime penalty rate mentioned in this clause.

18.1 Christmas / New Year special Overtime rates.

Overtime for the shifts commencing 1600hrs on the 24th of December, 0700hrs and 1600hrs on the 25th of December, 1600hrs on the 31st of December and 0700 on the 1st of January will be paid at the special Overtime rate of 200% [double time].

NOTE 2: The 200% Overtime clause is intended for short term recall and rostered overtime only, crews normally rostered for this period attract no further payment.

18. ROSTERING

Rosters will be jointly developed, maintained, reviewed and changed, in accordance with the rostering principles general rules.

However, a roster developed outside the rostering principles general rules may be worked only if mutually agreed to by the employees, and the Garrison Site Manager.

Rosters, including recreation leave, will be programmed for an annual period where possible.

The parties agree to continue the 9/15-rostering arrangements that currently apply. Any roster developed will be a full rotational roster, with all personnel rotating evenly through the roster.

A meal break will be given for breakfast, lunch and dinner periods of not less than 30 minutes, and a tea break of 15 minutes will be provided mid morning and mid afternoon.

Employees on duty will be permitted to leave the fire station but will remain on duty during these periods.

Rostering Principles General Rules

[a] All Transfield Services rosters must average 38 ordinary hours per week.

[b] The preferred roster for 24 hour units that have continuous levels of category, is the 9/15. Other rosters [including non 24-hour units] should be complimentary to the 'conditions' of 9/15.

[c] The duration of rostered shifts are flexible to a maximum of 16 hours. However, where staff desires to work a roster with occasional shifts more than 16 hours [but no more than 24 hours], they may do so with the Station Officers or acting SO approval.

[d] All rosters must follow an even/regular cycle.

[e] When a new unit roster has been decided a minimum of seven days notice is required before commencement.

[f] Rosters with shifts exceeding 14 hours will have no more than two 'back to back' shifts in succession.

[g] No roster shall contain a 'quick change around'. Any break between shifts should not be less than 8 hours.

[h] No rostered shift shall be of less than six [6] hours long.

[i] All rosters must provide maximum operational efficiency and ensure economy of resource utilisation.

[j] Fire Station Officers retain the responsibility to periodically test the response of crews to be able to respond during the day or night. The Fire Station Officers may test the response of the teams at any time.

[k] The Garrison Site Manager will be responsible for the "boundaries" or "parameters" of all Fire Station rosters, each roster will be developed through consultation with the consultative committee.

[l] Roster changes may be initiated by an employee [or group of employees] through the Consultative Committee and submitted to the Garrison Site Manager for endorsement. Any suggested changes must meet all necessary general and operational requirements.

[m] Daily Work Programs prescribe PREFERRED TIMES.

The terminology for rostering purposes is as follows:

PREFERRED TIMES [ACTIVE, PASSIVE & RECLINE TIMES]

ACTIVE: operations, training, maintenance, vehicle servicing and administration

0700 to 1400 Monday to Friday.

1600 to 1700 & 1800 to 2000 Monday to Thursday.

PASSIVE: meals, study, recreation and relaxation and physical training.

1400 to 1600, 1700 to 1800 Monday to Thursday

1400 to 1800 on Friday.

2000 hours to 2200 hours seven day per week.

Weekend's hours are considered passive time except for vehicle servicing times and emergency operations.

Weekend and public holiday vehicle servicing times are 0700 to 0900 and 1600 to 1700.

RECLINE: recreation, rest and recline and sleeping allowed where facilities and current rostering arrangements permit however, it is the responsibility of each individual Shift Officer and Firefighter to ensure that he/she can respond immediately to calls

Recline Time is 2200 hours to 0600 hours seven days a week.

[n] The general conditions of the Daily Work Program will be observed as much as possible, however, changes necessary due to operational requirements, turn-outs and drills, exercises administrative requirements must be met for each shift/team.

[o] Staff who exchanges a shift must assume the operational position of the person with whom they have changed unless otherwise requested by the Shift Officer.

[p] Employees may be retained for up to 2 hours after a 16 hours shift, 3 hours after a 15-hour shift and 4 hours after 14 hours or less to cover staff shortages. These hours can not be extended for OH&S reasons.

[q] Mutual shift changes are acceptable however prior approval from the Garrison Site Manager or Shift Officer is necessary.

[r] The Fire Watch Tower will be staffed by Firefighters at all times.

[s] The Fire Watchtower Firefighter's tour of duty shall not exceed a continuous 4 hours and staff will be rotated accordingly. Exception may be made to utilize firefighters on restricted duties.

19. DETACHMENT TO ALTERNATIVE LOCATIONS

Employees detached to alternative locations will do so under the following conditions. In all circumstances, volunteers will be sought for detached duties, however, a fair system of rotation should be jointly developed to ensure an even distribution of duties and the Company's obligations to the contract are met.

All meals will be provided to an acceptable standard and where practical suitable three star quality accommodation, [single room motel quality] is to be arranged and provided free of charge to employees.

Cost should not be a consideration when sourcing suitable meal arrangements and accommodation; unless the cost is prohibitive the standards above will be adhered to.

19.1 MEAL ALLOWANCES [where meals are not provided]

Where meals are not provided or where meal breaks do not coincide with work breaks an employee having purchased their own meals will be reimbursed in accordance the meal allowance provisions in table 5.

Table 5: Meal Allowance Table

Breakfast	\$15.88
Lunch	\$19.84
Dinner	\$26.46

NOTE 4: The above rates will be adjusted after 14th February in each year of this agreement based on figures contained for the previous year ending September quarter in ABS Cat. No. 6401.0 Consumer Price Index Table 5 – Food Group percentage changes for Adelaide.

19.2 LIVING AWAY ALLOWANCE

A living away allowance of \$19.98 per day will be paid for out-of-pocket and incidental expenses incurred while detached away. Increases will be aligned with the current years' pay rise percentage. (Refer table 5a).

Table 5a: Living Away Allowance

15 February 2008 (5%)	15 February 2009 (4.5%)	15 February 2010 (5%)
\$21.03 per day	\$22.02 per day	\$23.18 per day

19.3 DETACHMENT CONDITIONS AND REMUNERATION

While detached away the employees posted Edinburgh roster is void, the employee shall be considered to be "off roster" and will be subject to the following conditions.

[a] Employees while detached away will work an average eight hour day, forty hour week.

[b] The working day will have no fixed start or finish time but any time worked in excess of the eight hour day is subject to the appropriate overtime penalty. [refer to clause 17]

[c] The detached employee shall be paid the normal weekly wage for Firefighters and Station Officers [refer to clause 21]. To remunerate employees for being detached away a detachment allowance shall be paid in excess of the normal weekly wage.

[d] The detachment allowance of \$120 per day is to be paid for every day while deployed away, including weekends and public holidays. Increases will be aligned with the current years' pay rise percentage. (Refer table 5b)

[e] Weekends and public holidays will attract the appropriate overtime penalty for all time worked [minimum three hours] if the Fire Service is required.

[f] Traveling to and from the detachment is considered time worked and will attract the appropriate remuneration. The detachment allowance is only paid for travel required by the company to and from the detachment.

[g] While detached away the employees Edinburgh roster shall be indicated as "AL" for Alternate Location for every day away.

[h] The first four (4) weeks deployed per calendar year, the Woomera Coordinator in conjunction with the Rostering coordinator will manage the deployment of FF's as per the agreed terms. That is the three (3) crash (0700-1600) "C positions" (not the actual FF's) will be rostered to be deployed. It will be mandatory for FF's on crash (0700-1600) that don't deploy to Woomera within this initial four (4) weeks, to change their shifts with those FF's deploying. No extra remuneration is to be paid as a result, as this has been factored in to the Salary increases. The procedure for deploying will be developed at station level and documented in the rostering admin and user guide, (Transfield Services Garrison Support Services SA File Index Reference 5006-456.6)

[i] Station Officers & Acting Station Officers when detached away, shall receive an additional detachment allowance for each day that they are required to be on call.

NOTE 5: The detachment allowance will be increased on 14th February in each year in line with the increase in wages.

Table 5b: Detachment Allowance Increases

15 February 2008	15 February 2009 (4.5%)	15 February 2010 (5%)
\$120 per day	\$125.40 per day	\$131.67 per day

20. SKILLS ENHANCEMENT PROGRAM AND SUCCESSION PLANNING

A skills enhancement program will be developed through the Fire Station consultative process. This program will be based on the relevant competency standards from the Public Safety Training Package, which meet the mandatory requirements and specific requirements to suit the business unit.

New recruit Aviation Fire Fighters will commence on the first pay scale as outlined in Clause 21. Upon successful completion of the recruit course or completion of direct entry requirements, the AFF will hold the qualification of Certificate II in Public Safety (Firefighting and Emergency Operations), and any other requirements of the Australian Qualifications Framework and the Civil Aviation Safety Authority.

Progression throughout the skill levels will be by the recognition of the skills attained and positions available. On completion of the recruit course the new Firefighter will commence studies in Certificate III in Public Safety [Firefighting and Emergency Operations].

Assessment confirming competence is a requirement for progression through the pay scales.

The competencies have been selected to give the Firefighter a rational progression through the classification structure taking into account the need to meet operational standards.

Employees will have access to additional agreed training provided that the training is relevant to the contract and will benefit the employee's development within the fire and rescue industry.

On commencement with Transfield, Firefighters will be engaged within the four pay levels identified in table six [6] in accordance with their recognised skills.

Table 6: Aviation Firefighter structure & position description

Classification Structure	Description
Aviation Fire Fighter Level 1 [AFF Level 1]	Means a recruit with less than 12 months experience in the Aviation Firefighting industry who has commenced the Certificate II in Public Safety [Firefighting & Emergency Operations] or equivalent.
Aviation Fire Fighter Level 2 [AFF Level 2]	Means an employee who has more than 12 months experience in the Aviation Firefighting industry who has completed the Certificate II in Public Safety [Firefighting & Emergency Operations] or equivalent..
Aviation Fire Fighter Level 3 [AFF Level 3]	Means an employee who has a minimum of 24 months experience in the Aviation Firefighting industry and who has completed the Certificate II in Public Safety [Firefighting & Emergency Operations] or equivalent and has commenced Certificate III in Public Safety [Firefighting & Emergency Operations].
Aviation Fire Fighter Level 4 [AFF Level 4]	Means an employee who has a minimum of 36 months experience in the Aviation Firefighting industry and has completed Certificate III in Public Safety [Firefighting & Emergency Operations].
Aviation Firefighter Station Officer Level [SO]	<p>Means an appointed officer who has a minimum of 60 months experience in the Aviation Firefighting industry and has Certificate IV in Public Safety [Firefighting Supervision] or equivalent.</p> <p>The Station Officer will take charge of a team and as such will be responsible for the operational and administrative function of the station.</p> <p>The Station Officer will use skills to develop all team members and improve the overall effectiveness of the team and fire station.</p> <p>The Station Officer will provide administrative and operational support to the Manager.</p>

WORK LEVEL DESCRIPTIONS

AVIATION FIRE FIGHTER [AFF] - The AFF at all levels, shall carry out the functions associated with the competencies they hold, and will form part of a team.

As a team member they will use their skills to assist in improving the overall effectiveness of the team in meeting the requirements of their employment.

An AFF will not undertake the role or duties of a Station Officer unless he holds the current competencies identified for that position.

STATION OFFICER [SO] - The Station Officer will hold the required competencies as set by the employer.

He will take charge of a Team and as such will be responsible for the operational and administrative functioning of the Team.

The Station Officer will use his skills to develop all Team members and improve the overall effectiveness of the Team and Fire Station. The Station Officer will provide appropriate administrative support to the Fire Station Manager.

21. SALARIES

The salaries contained in this clause are a composite wage calculated to include payments for shift allowances, public holiday payments annual leave loading and all disabilities associated with firefighting.

The weekly wage is paid for all nominal hours in the 9/15 roster and is deemed payable for all other purposes including superannuation, workers compensation, sick leave, annual leave and long service leave. The annual salary prescribed is calculated as the weekly wage multiplied by 52.

The hourly rates are calculated by dividing the weekly wage by 41.625 for Firefighters and 43.423 for Station Officers. The basis of this calculation is outlined below in clause 21.1 "Calculation of Base Wage Rates".

Overtime hours worked in addition to the hours in the 9/15 roster are paid at the appropriate penalty rate referred to in Clause 17, Hours of Work and Overtime

The annual wage increases over the life of the agreement on the basis of 5% in the first year [the cost of income protection is 1% of the first years 5% increase], 4.5% second year and 5% third and final year. Each increase applicable on the first full pay period to commence on or after 14th February each year.

Salary rates set out in table 7 apply from the first pay period after the 14th February 2008.
Table 7: Salary Rates per Transfield Services Classification

Classification	Annual Wages \$	Weekly Wage \$	Hourly Rate \$	1.7 OT Rate \$
			\$24.39	\$41.46

AFF level 1	\$52,798.30	\$1015.35		
AFF level 2	\$53,933.98	\$1037.30	\$24.92	\$42.36
AFF level 3	\$56,189.12	\$1080.56	\$25.95	\$44.13
AFF level 4	\$64,103.73	\$1232.76	\$29.62	\$50.35
Station Officer	\$75,722.82	\$1456.21	\$33.54	\$57.02

Salary rates set out in table 8 apply from the first pay period after the 14th February 2009.

Table 8: Salary Rates per Transfield Services Classification

Classification	Annual Wages \$	Weekly Wage \$	Hourly Rate \$	1.7 OT Rate \$
AFF level 1	\$ 55,174.12	\$1061.04	\$25.49	\$43.33
AFF level 2	\$56,366.88	\$1083.98	\$26.04	\$44.27
AFF level 3	\$58,717.63	\$1129.19	\$27.13	\$46.12
AFF level 4	\$66,988.18	\$1288.23	\$30.95	\$52.61
Station Officer	\$79,130.45	\$1521.74	\$35.04	\$59.58

Salary rates set out in table 9 apply from the first pay period after the 14th February 2010.

Table 9: Salary Rates per Transfield Services Classification

Classification	Annual Wages \$	Weekly Wage \$	Hourly Rate \$	1.7 OT Rate \$
AFF level 1	\$57,932.78	\$1114.09	\$26.76	\$45.50
AFF level 2	\$59,185.30	\$1138.18	\$27.34	\$46.48
AFF level 3	\$61,653.77	\$1185.65	\$28.48	\$48.42
AFF level 4	\$70,337.36	\$1352.64	\$32.50	\$55.24
Station Officer	\$83,087.00	\$1597.83	\$36.80	\$62.55

21.1 Calculation of Base Wage Rates

The wage rates in the tables above constitute the composite weekly wage as negotiated in the Transfield Services [RAAF Base Edinburgh] Fire and Rescue Service Certified Agreement 2002. This wage rate has been adjusted in the respective agreements subsequently certified or registered under the Workplace Relations Act 1996.

The Annual Wage is calculated from the weekly wage rate multiplied by 52.

The ordinary time hourly rate to which the applicable overtime penalty is applied for the purpose of overtime in excess of the standard rostered hours is calculated under the following principles in table 10.

Table 10: Calculation of Base Wage Rates

	Firefighter	Station Officer
Base Average Weekly Hours	38	38
Average hours per week over 72 week cycle	40.417	
Average Hours over 8 week cycle		41.615
Overtime component of average weekly hours	2.417	3.615
Overtime component as equivalent ordinary hours [Using 1.7 O/T penalty for overtime hours incorporated in standard roster].	3.625	5.423
Total average equivalent ordinary weekly hours	41.625	43.423

The total average equivalent ordinary weekly hours in table 10 above for Firefighters and Station Officers respectively is the divisor applied to the weekly wage rate to establish the hourly rate used for the calculation of overtime worked in excess of the standard rostered hours.

22. HIGHER DUTIES

An employee who is temporarily required to perform duties at a higher level than his normal level of employment will be paid at the pay level applicable to the duties being performed during the period of acting in that position.

22.1 Acting Station Officers [ASO]

Table 11 contains the higher duty allowance for Acting Station Officers that will apply in addition to the normal AFF4 rate of pay. The allowance will be paid to the Firefighter for all time worked as an Acting Station Officer.

When acting up to ASO for a full pay period the maximum amount of the allowance paid is the average equivalent ordinary hours of 42.109 hours [refer to table 10], this is equivalent to the Station Officer weekly wage.

Table 11: Acting Station Officer Higher Duty Allowance

15 February 2008 (5%)	15 February 2009 (4.5%)	15 February 2010 (5%)
\$5.42 per hour	\$5.66 per hour	\$5.94 per hour

NOTE 6: The allowance increases in line with the movement in the wage rate from the dates contained in table 11.

23. SHIFT CHANGES

In order to reduce domestic and family pressure on individuals due to the requirements of permanent shift work, personnel will be allowed to swap or exchange shifts on a mutual basis. Part shifts will also be able to be exchanged on an hour for hour basis, with the approval of the Station Officer.

In approving shift changes the Station Officer will monitor the scheduled roster of the Firefighters involved to prohibit any Firefighter being on available duty for a continuous spread exceeding 24 hours.

To allow more flexibility in with shift changes the Station Officers may carryout shift exchanges with suitably qualified [CERT 4] Firefighters at any time. With the proviso that the shift exchange is cost neutral to the company, no Higher Duty Allowance will be paid to Firefighters for shift exchanges.

24. BASIS OF EMPLOYMENT

Personnel employed by Transfield Services [Australia] Pty Ltd are engaged on a permanent basis, provided that they possess a minimum security clearance level of CONFIDENTIAL, as issued by the appropriate authority.

To be engaged as a member of a crash crew each Firefighter must acquire as a minimum, AFAC Certificate 2 qualification and additional required modules for the AFAC Certificate 3 being 2.03A, 2.03B 2.03C 2.06 2.07 2.18 and 2.34 or equivalent.

Members of the team will perform a range of fire fighting and rescue duties as well as associated duties required under the Transfield Services Statement of Work. These duties will include but not be limited to fire equipment maintenance, and station cleaning as detailed and other work that may be reasonably required.

Drivers license reimbursement

Employees must also obtain and maintain a drivers licence endorsed to HEAVY RIGID truck standard. The cost for renewal of such licence, if occurring during the term of this agreement will be reimbursed to the employee for the period extending to the end of the Garrison Services contract as known at the time of licence renewal.

25. LIGHT DUTIES

A firefighter may be unable to meet their duties due to an injury or non contagious illness that is not of a permanent nature. Under this circumstance, that person would not be forced to take sick leave, but may be used in the Fire Station Watchtower.

Management will draft a plan consistent with the Transfield Services Rehabilitation Policy, in conjunction with the employee stating the nature of the light duties and the anticipated duration.

The aim of the light duty clause is to reduce sick leave and overtime, while preserving the employee's sick leave hours.

26. PERSONAL LEAVE

26.1 Amount of Paid Personal Leave [126 hours per year]

Paid personal leave is available to an employee when he or she is absent due to the following reasons and the personal leave is divided as stated.

[a] Sick Leave

Personal illness or injury [sick leave, 80 hours]; or

[b] Carers Leave

For purposes of caring for an immediate family or household member that is sick and requires the employee's care and support [carer's leave, 46 hours]; or

[c] Bereavement Leave

For bereavement on the death of an immediate family or household member [bereavement leave, 30 hours maximum per incident].

Immediate Family or Household

The entitlement to carer's or bereavement leave is subject the person in respect to whom the leave is taken being either:

[a] A member of the employee's immediate family; or

[b] A member of the employee's household

The term immediate family includes:

[a] Spouse [including a former spouse, a de facto spouse and a former de facto spouse] of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

[b] Child or an adult child [including an adopted child, a step child or an ex-nuptial child], parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

Sick Leave Entitlement [80 hours per year taken from the 126 hours personal leave]

An employee is entitled to paid sick leave for each year of employment. During the first year leave is accrued at 1.54 hours per week to a maximum of 80 hours.

The employee's entitlement is credited with 80 hours at the beginning of the second and each subsequent year of service.

The portion of sick leave not taken in any one service year will accumulate uncapped.

Employee Must Give Notice

Before taking sick leave, an employee must give notice as soon as practicable before their next rostered starting time, unless they have good reason for not doing so.

The notice must include:

- [a] The nature of the injury or illness [if known]; and
- [b] How long the employee expects to be away from work.

In all cases the employee must give notice of absence prior to the commencement of duty [or as soon as practicable thereafter], so that available relief, if required, can be organized in sufficient time so as not to affect the airport category.

Evidence Supporting Claim

The employee must, produce a medical certificate or statutory declaration stating that the employee was unable to attend work because of injury or personal illness.

A total of five shifts uncertificated sick leave per annum is available to employees if the absence from duty is due to illness.

An employee will not be paid more than two days uncertificated sick leave taken in any one roster period. The Garrison Site Manager will be responsible for the monitoring of sick leave taken by employees.

Where the health of an employee creates a risk to fellow employees or to the public, they may be required to obtain a medical report and they may be directed to take sick leave.

Employees have an obligation to advise the employer of any medical condition, which may impact, on the safe operations of Transfield Services.

The Effect of Worker's Compensation

An employee is not entitled to sick leave whilst in receipt of workers compensation payments.

26.4 Bereavement leave [maximum of 30 hours per request]

Paid leave entitlement

An employee is entitled to use up to 30 hours personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household in Australia dies.

Unpaid leave entitlement

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, he or she is entitled to take unpaid bereavement leave. The employer and

the employee should agree on the length of the unpaid leave. In the absence of agreement, the employee is entitled to take up to 30 hours unpaid leave.

Evidence Supporting Claim

The employee must, if required by the Company, provide satisfactory evidence of the death of the member of the employee's immediate family or household.

26.5 Carer's leave [46 hours per year taken from 126 personal leave allocation]

Paid leave entitlement

An employee other than a casual is entitled to use up to 46 hours personal leave each year to care for members of his or her immediate family or household who are sick and require care and support.

This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

Notice required

Before taking carer's leave, an employee must give at least two hours' notice before his / her next rostered starting time, unless he or she has a good reason for not doing so.

The notice must include:

- [a] The name of the person requiring care and support and his or her relationship to the employee;
- [b] The reasons for taking such leave; and
- [c] The estimated length of absence.

If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

Evidence supporting claim

The employee must, if required by the employer produce a medical certificate or statutory declaration, stating the illness of the person concerned and that the illness is such as to require care.

Outstanding Family Leave

The company may provide access to outstanding family leave in instance of birth or adoption. An application is to be made to the GSM to access outstanding family leave.

26.7 Unpaid leave

An employee may take unpaid carer's leave by agreement with the employer.

26.8 Sick Leave during other leave

If an employee becomes ill during recreation leave or long service leave, and produces satisfactory medical evidence at the time, he may be granted additional leave equivalent to the

period of illness or have that period re-credited as appropriate. The period of time covered by the medical certificate will be recorded as sick leave.

The minimum period of sick leave will be two days or shifts. In the case of long service leave, the additional credits would be the calendar period for which the employee was certified unfit for work.

27. RECREATION LEAVE

All employees engaged under this agreement are engaged and rostered to work as seven- day shift workers. As a shift worker, an employee is entitled to 5 weeks annual leave each year paid at the normal average weekly rate of pay. [refer to clause 21]

Recreation leave shall be programmed in accordance with the operational requirements of the Fire Station. It is the responsibility of the employee and the Garrison Site Manager to make every endeavor to exhaust leave annually.

An employee may be granted recreation leave on request at any time to the limit of the leave owing.

Recreation leave credits will accrue each year on the anniversary of starting employment with Transfield Services [Australia] Pty Ltd. Where an employee has not completed a full twelve months employment, then pro rata credits may be given.

Leave credits may be accrued by agreement with the Company to be taken at a subsequent nominated period. Such agreed accrual should be with an understanding that leave be taken within a twelve-month period of the entitlement falling due. After that time, the employee will be considered to be on leave, for all purposes, for a period equal to that which would accrue in any twelve months period.

The company and employees agree in principle to flexible leave arrangements to be investigated by Transfield Services and subject to agreement by both parties.

28. DEFENCE FORCE RESERVE LEAVE

28.1 Introduction

Federal Defence legislation has an over-riding application on awards and agreements, and employers are required to provide employees who have Defence force obligations with the minimum leave to attend for duty.

An employee with Defence Force Reserve obligations will be entitled to two weeks paid leave each year, arranged with the Company at the earliest possible time following the employees notice. The leave is to apply in addition to other award entitlements for annual leave, sick leave etc.

Payment for the leave will follow normal practice where the employer is eligible for Employer Support Payment [ESP].

28.2 Other leave

Any leave required for Defence reserves in excess of the above would normally be provided as special leave without pay.

28.3 Other conditions

An employee may be granted single days on special leave with pay from their yearly allocation; however they are not to exceed a maximum of 14 days within any financial year. An employee may accumulate and take their Defence leave entitlements, over a two-year period.

28.4 Call outs

In the event of a 'call out', a reservist/employee normally would be granted special leave without pay for the whole period they are absent. Defence legislation enables the Governor General to call out the Reserves for a declared war or other contingencies, such as warlike conflicts, peace enforcement, peacekeeping, humanitarian relief, civil aid and disaster relief type operations.

28.5 Employer Support Payments

Transfield Services is to pursue Employer Support Payment entitlements from the Department of Defence, whenever a reservist/employee is on Defence Reserves service, i.e. for Ordinary Reserve service/training and for voluntary continuous full time service.

NOTE 7: Employer Support Payment entitlements are only available once a reservist / employee has completed the 14 day qualifying period within a financial year.

Further information about the Employer Support Payment provisions is available on the Australian Defence Force Reserves web site. <http://www.defence.gov.au/reserves>
Transfield Services will not be eligible for employer support payments from the Department of Defence if a reservist/employee utilises recreation, long service leave, accrued leave, public holiday leave, or stand-bys, to undertake Defence Reserves commitments.

28.6 Effective service

Special leave with pay [and without pay] for Defence Reserves training and voluntary continuous full time service will count as service for all purposes, i.e. for recreation, sick and long service leave. Any service period of leave in excess of six months will not count as service for annual leave purposes.

28.7 Employment protection

Pursuant to the Commonwealth Defence Reserves Service [Protection] Act 2001, employers, including Transfield Services, must protect the employment status and entitlements of the reservist/employees while they are absent on Defence Reserves service.

Transfield Services must re-employ the reservist/employee on completion of their Defence Reserves service, i.e. peacetime training, voluntary continuous service and call outs.

28.8 Miscellaneous

Applications for Defence Reserves leave are to be submitted using a prescribed format agreed between the applicant and Contract Manager Defence at least one month prior to the individual day or first day of leave, and must be accompanied by a training notice from the Defence Reserves of the requirements to attend.

Defence Reserves leave will require approval of the GSM. Leave granted under this section shall be recorded as “military leave”.

29. TRADE UNION TRAINING

Employees covered by this Agreement that are duly elected/appointed as the union representative/delegate shall be allowed up to 5 days paid leave per annum to attend trade union training courses conducted or approved by Trade Union Training Australia Inc. or the UFU of SA, provided that reasonable notice has been given to Transfield Services. Transfield Services may grant additional leave where additional training is regarded as beneficial to the enterprise.

30. PROBATIONARY PERIOD

All employees are required to serve a probationary period of 3 months on commencement of employment before becoming permanent employees. A probationary employee can be terminated during the probationary period with one weeks notice or payment thereof.

31. PERIOD OF NOTICE

The required period of notice for other than resignation or serious misconduct is first calculated using table 12:

Employees may terminate their employment by giving the Company at least the same notice as in table 12 of their intention to resign or forfeit an equivalent amount in pay. Note 8 below does not apply to an employee giving notice.

Table 12: Period of notice

Period of continuous service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 weeks	At least 3 weeks
More than 5 years	At least 4 weeks

NOTE 8: The period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years of continuous service with the company.

32. SUPERANNUATION

The company shall make superannuation contributions on behalf of each employee in accordance with the Superannuation Guarantee [Administration] Act 1992 [Commonwealth] into either ASGARD or the Australian Super Pty Ltd.

33.1 Salary Sacrifice

The company will provide for the provision of salary sacrifice.

33. LONG SERVICE LEAVE

Employees covered by this agreement will be entitled to long service leave in accordance with the South Australian Long Service Leave Act 1987.

34. NOTICE BOARDS

Employees will be provided with a secure notice board by Transfield Services.

Employee and/or union representative(s) and the elected Occupational Health and Safety representative will have access to the contents of the notice board, but will not display any offensive material, or material contrary to the interest of the company.

35. REDUNDANCY

Definition

A redundancy will occur where a particular position/s is no longer required by the employer. A redundancy does not occur where it is intended that the terminated employee be replaced in the same position by another employee.

The employee/s will be informed as soon as is practicable after the employer has made a definite decision relating to redundancies.

The employer will consult with the employee/s directly affected and with their union whenever redundancies occur. Consultation will cover among other things, any measures to minimise the adverse effects on the employees directly affected such as reducing staffing numbers by way of natural attrition.

Prior to an employee's employment being terminated as a result of redundancy:

[a] The employer will attempt to find reasonable alternative employment with Transfield Services or to secure an offer of reasonable alternative employment for the employee/s with another employer e.g., where the contract with the Department of Defence is terminated with Transfield Services and another employer takes over the service;

[b] The employer, where practicable, will give the employee/s six [6] weeks' notice of their redundancy. This period may be reduced by agreement with the employee/s.

[c] Where an employee whose employment is to be terminated as a result of redundancy is not offered reasonable alternative employment with Transfield Services or another employer an employee will be entitled to notice and the redundancy payment prescribed in table 13.

[d] Where an employee does not accept an offer of reasonable alternative employment with Transfield Services or another employer the employee will not be entitled to notice and the redundancy payment prescribed in this Clause.

NOTE 9: The redundancy payment is to reflect payment contained in recent Federal Redundancy Test Case. Scale is reflected in table 13.

Table 13: Termination, Change and Redundancy Provisions

PERIOD OF CONTINUOUS SERVICE	SEVERANCE PAY
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Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	18 weeks' pay

NOTE 10: Test case provided that an employee who accrues 10 years service also attains an entitlement to pro-rata long service leave under the least favorable state LSL provisions [some states accrue pro-rata before 10 years service] and severance benefits are therefore reduced.

35.1 Reasonable Alternative Employment

Reasonable alternative employment means employment with Transfield Services or another employer in a substantially similar position which on, balance, has no less favourable terms and conditions of employment and where the employee's service with Transfield Services is deemed continuous or the service is recognised and transferred to another employer for the purposes of the employee's sick leave, annual leave, long service leave, notice and redundancy entitlements.

36. INCOME PROTECTION

Subject to this Clause Transfield Services will provide Income Protection Insurance [sickness and accident] for all employees covered by this Agreement through the IUS Pay Plan Scheme.

Provided that the Company will not be required to contribute greater than a net amount [excl. GST] of 1.4% in payroll for the premiums for such insurance during the life of this Agreement.

Transfield Services agrees to arrange the necessary insurance with that provider within 30 days of an employee engagement under this Agreement.

NOTE 11: The cost of the increased premium will be met by the Company and is included as part of the package offered in settlement for the 2008 Agreement.

37. PUBLIC HOLIDAYS

There will not be an extra payment for duty that is performed on a public holiday [Christmas / New Year Public Holidays mentioned in paragraph 10 of clause 17 are the exception to this clause].

Personnel working crash early and late shifts are not required if contractual requirements designate CAT 4 on Public Holidays. Four days minimum notice is required if CAT 6 manning is required on public Holidays.

In times of emergency the above four days notice does not apply, manning levels designated in table 3 will be achieved through the Fire Station's recall procedures.

38. MEAL ALLOWANCE

An employee who is recalled for duty for overtime without 12 hours prior notice will be entitled to the meal allowance provision in clause 18 [table 5] or provided with a meal, for each meal period on duty.

An employee recalled to duty without having had 12 hours away from the workplace will also be entitled to the meal allowance provision in Clause 18.

In the case of breakfast such allowance or meal will only be provided if notice is given at 2300 hours or later on the preceding day that the recall to duty is to be performed.

39. SKILLS DEVELOPMENT AND TRAINING

The parties acknowledge that managing technological change is a significant operational challenge. New technology is a key to future safety and to future efficiency.

Consequently Transfield Services shall provide employees with appropriate training so that they are able to optimise their effectiveness in achieving the requirements of their position.

Employees may wish to undertake further training and development outside the boundaries of the Public Safety Training Package to enhance the performance of both the individual and the employer. Assistance is available for those who wish to do so if approved by the Garrison Site Manager.

40. PUBLIC SAFETY TRAINING COMPETENCY

Transfield Services will continue to implement competency based training consistent with the Public Safety Training Package, to provide Transfield Services employees with consistent and relevant workplace training.

Employees will be required to carry out their duties in accordance with their skills, competencies and training. Employees will not be required to carry out duties for which a relevant competency or skill is required and which is not held by the employee.

41. OCCUPATIONAL HEALTH AND SAFETY & WELFARE

41.1 Objective

The parties are committed to achieving a healthy and safe workplace using the health and safety program within the Transfield Services Fire and Rescue Service to protect the health and safety of employees.

In meeting these objectives, the parties agree to consider a broad agenda through the consultative process established in this Agreement. Such an agenda will include:

- [a] Continuous review of work and management practices to assess their impact on health and safety at the workplace;
- [b] Hazard specific training and health and safety systems training; and
- [c] Management of occupational health and safety, which aims to control hazards at the source, to reduce the incidence of injuries and the costs of occupational injuries and illnesses and to provide a rehabilitation system for injuries and illnesses which have occurred.

41.2 Operation of Occupational Health and Safety Act, Regulations and Codes of Practice

Transfield Services shall ensure compliance with OHS legislation [including Regulations and Codes of Practice made under that legislation] and develop and implement health and safety programs to deliver the highest level of health and safety.

In the event that changes to occupational health and safety practices are deemed necessary, the changes will be referred to the Occupational Health and Safety Committee and relevant Health and Safety representatives.

41.3 Consultation

The consultative process will continue to be used to address occupational health and safety issues including:

- [a] The role of Occupational Health and Safety Representatives representing their designated work group; and
- [b] The role of the Occupational Health and Safety Committee.

The OH&S Committee as constituted shall consist of at least as many OH&S representatives as management representatives.

The OH&S Committee shall meet at least every three [3] months or at other times as business arises, to facilitate cooperation between management and employees on health and safety matters.

Matters considered may include the development, implementation and review of OH&S policy and procedures, analysis of injury/incident trends and workers' compensation performance, review of accident/dangerous occurrence reports together with reports on preventative action and development and implementation of a comprehensive health and safety program.

The OH&S Committee shall obtain external expert advice on OH&S matters as appropriate. Such expert advice may include advice from Union officials.

The OH&S Committee shall evaluate the OH&S performance of the Transfield Services Fire and Rescue Service on a regular basis.

41.4 Hazard Resolution Procedures

Hazard resolution will meet the requirements of the Transfield Services Hazard Resolution Procedure.

If the condition cannot be fixed by the employee, the Station Officer and the OH&S Representative, then HSE Coordinator must be notified

The Station Officer, OH&S Representative or HSE Coordinator shall arrange for the hazard to be rectified [if the situation cannot be resolved or satisfactorily controlled and immediate risk is imminent, work is to cease immediately].

The Station Officer is to organise toolbox talks to update all employees. The Station Officer is to arrange for unsafe procedures to be rectified.

If the issue cannot be resolved the dispute resolution process contained in this Agreement shall be applied. It is acknowledged that the rights of the OH&S representatives are preserved under OH&S legislation.

41.5 Hot Weather

To minimize the risk of heat stress, the following procedure shall apply:

On any day when the predicted maximum temperature is greater than 32 degrees Celsius, the Station Officer shall monitor, at regular intervals throughout the day, the current temperature by either contacting the Bureau of Meteorology duty forecaster on 8366 2682 or via the website:

www.bom.gov.au/products/IDS60900.shtml

When the temperature exceeds than 32 degrees Celsius the Station officer shall notify the GSM RAAF. The GSM RAAF and the Station Officer shall decide which non emergency duties may be deferred, and which duties or training can be conducted out of the direct heat.

If the temperature subsequently falls below 32 degrees Celsius, the Station Officer shall notify the GSM RAAF at the earliest opportunity and normal station duties shall resume.

This procedure shall not preclude the adoption of recommendations or other measures developed by the OH&S committee.

To ensure hydration, firefighters are encouraged to maintain fluid intake during periods of duty and especially during hot weather. It is recommended that 500ml of water is consumed prior to commencing any strenuous activity. An additional one litre

per hour is recommended during and immediately after any strenuous activity.

41.6 Training

Employee OH&S representatives will be given paid leave to attend an appropriate OH&S training course.

Induction programs will outline the Transfield Services OH&S policy and procedures, particular hazards associated with the job and the control measures to deal with each hazard.

Management training programs will outline the Transfield Services OH&S policy and procedures, particular hazards associated with the job, control mechanisms applicable to each hazard, the need to consult with the relevant Health and Safety representatives and how to utilise OH&S systems to identify hazards, assess risks and take preventative action.

Employees will receive continuous training in hazard avoidance, safe work practices and specific training in the use of new equipment or work practices.

41.7 Occupational Health and Safety Program

Transfield Services shall maintain procedures for collecting information on the nature of hazards and incidence of injury which will include:

[a] An internal system of reporting, recording and investigating incidents, injuries and illness;

[b] The routine analysis of injury/illness/incident data; and

[c] Routine reports on key OH&S performance indicators [lost time trends, injury frequency rate trends, costs and estimation of indirect costs].

A system of regular workplace inspections, regular hazard audits and risk assessment of work areas and work practices referencing relevant legislation, standards, and codes of practice shall be instituted at the workplace.

Inspections will be carried out with the OH&S representatives and may lead to changes to minimise any health and safety risk.

Records of workplace inspections shall be maintained by Transfield Services and made available to the OH&S representative and OH&S Committee.

A scheduled maintenance program which meets the requirements of relevant OH&S legislation, standards and codes of practice shall be maintained in consultation with the OH&S representative and OH&S Committee.

All on the job training must include a health and safety perspective as part of the training program.

Transfield Services shall ensure that no chemical, physical agent or work process, which may be harmful to health and safety, is introduced until all relevant information concerning the likely health and safety effects has been evaluated and appropriate controls agreed upon.

Transfield Services shall ensure that specific OH&S responsibilities are incorporated into all job/work process specifications, position descriptions and performance evaluations.

Transfield Services shall provide for the coordination of OH&S activities within the workplace.

Transfield Services shall maintain a purchasing system ensuring that any item of plant, equipment and chemical substance is safe and complies with relevant OH&S legislation, standard or codes of practice.

Transfield Services shall ensure adequate emergency procedures are in place to deal with hazards that may be encountered on the job.

Where personal protective equipment is used, Transfield Services should ensure that it fits the employee correctly, training is provided in its need and use and that the equipment is maintained and serviced regularly.

41.8 Changes to Systems and Methods of Work

Any proposed changes to work practices, machinery or technology, which may have an effect on the health and safety of employees will be reviewed by the OH&S Committee and the OH&S representative to identify any potential health and safety problems. Management shall not proceed with the proposed changes until suitable measures have been developed to control any associated risks to employee's health and safety.

Health and safety implications of job design, work flow organization, the physical design and layout of the workplace and workplace plant will be factored into planning and purchasing decisions.

41.9 Rehabilitation

Transfield Services shall establish a process for the rehabilitation of employees that aims to maintain or return injured or ill employees to suitable employment.

The process shall include early intervention with appropriate, adequate and timely services based on assessed needs.

The process shall be managed jointly by Transfield Services and the Union or other employee representatives, in cooperation with service providers.

42. FIRST AID TRAINING/QUALIFICATIONS

All employees are required to hold senior first aid qualifications to the level of a nationally accredited certificate in first aid.

All first aid training will be the responsibility of the employer, and be conducted in the employer's time and expense.

All first aid training carried out on rostered stand down shall be at nine [9] hours at the appropriate overtime penalty in clause 17. This payment takes into account traveling time and use of personal vehicle. There will be no specific allowance paid outside the composite wage for first aid qualifications.

43. EQUITY AND DIVERSITY

Transfield Services will comply with the relevant state Equal Opportunity legislation which aims to remove discrimination in all areas of employment. There will be no discrimination to employees or prospective employees, on such grounds as age, race, sex or sexual preference, political affiliation or trade union membership, religion or physical attributes.

44. PERSONAL PROTECTIVE CLOTHING

Transfield Services will provide all necessary protective clothing that is essential to the occupational health and welfare of employees.

The employer will provide all employees with suitable work clothing, and if necessary, uniform clothing. Employees will not be expected to share clothing, or accept used clothing.

Employees will be issued with the following clothing:

Firefighters:

Four pairs of “can’t tear em” brand black trousers.

Four shirts [1x epaulette long sleeve shirt & 3 x long sleeve T shirt]

Station Officers:

Four pairs of “can’t tear em” brand black trousers.

Four shirts [2x epaulette long sleeve shirt & 2 x long sleeve T shirt]

Changes to equipment and clothing will be through the consultative process with all affected personnel able to have input into the selection. Final decision will rest with Transfield Services Management.

All protective clothing will conform to the standard required by the Australian and New Zealand Standards. Where no standard has been defined then the standard provided by other Aviation Fire Services will apply.

Sun and winter protection shall be provided in the form of hats, eye protection, sunscreen, wet weather coats, work boots and gloves.

Changes in PPC development may diminish the need for protective under clothing and will be supplied in accordance with standards or industry standards.

45. LEAVE RESERVED

Fire Station Rosters

Long Service leave management

46. SIGNATORIES

Signed for and on behalf of:

Transfield Services (Australia) Pty Ltd
Signature

Dated this day of 2008
Witness

The United Firefighters Union of Australia
(SA Branch)
.....
Signature

Dated this day of 2008
Witness